



PATENT
6057-24100

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor: Peter Townsend

Patent Number: 6,750,865

Issue Date of Patent: 06-15-2004

Application Number: 10/074,869

Filing or 371 (c) Date 02-13-2002

Title of Invention:

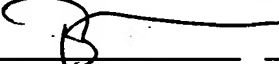
VIDEO SIMULATION

Atty. Dkt. No: 6057-24100

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated below.

B. Noël Kivlin

Printed Name

 4-12-07

Signature

Date

TRANSMITTAL OF POWER OF ATTORNEY AND
NOTICE OF CHANGE OF ADDRESS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Please find attached a Power of Attorney with regard to the above-identified patent application. Applicant respectfully requests the Commissioner to change the correspondence address for the above identified patent application. The old correspondence address was:

Andrus, Sceales, Starke & Sawall, LLP
100 East Wisconsin Avenue, Suite 1100
Milwaukee WI 53202

The new correspondence address is:

B. Noël Kivlin
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If there are any questions regarding this matter, please contact me at the telephone number provided below.

Respectfully submitted,



B. Noël Kivlin
Reg. No. 33,929
ATTORNEY FOR APPLICANTS

Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
(512) 853-8800
Date: 4-12-07



POWER OF ATTORNEY; STATEMENT UNDER 37 C.F.R. § 3.73

Wollenbee Society, LLC ("Assignee"), a Nevada limited liability company, located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, states that it is the assignee of the entire right, title, and interest in and to the patents and patent applications identified in the Appendix ("the Patent Properties"). Assignee has attached, for each of the Patent Properties, the following:

- ☒ documentary evidence of the chain of title;
- ☒ information specifying where documentary evidence of a chain of title from the original owner to the Assignee is recorded in the assignment records of the USPTO. See Appendix.

With respect to the Patent Properties, the Assignee, pursuant to 37 C.F.R. §§1.36 and 3.71, hereby revokes all powers of attorney previously given and appoints

the practitioners associated with the **Customer Number 35690**

to act on Assignee's behalf before the United States Patent and Trademark Office. This appointment is effective only so long as these practitioners remain with the firm associated with the Customer Number listed above.

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the Patent Properties is to be conducted to the exclusion of the inventor(s).

The undersigned is a representative authorized to act on behalf of the assignee.

Assignee

Wollenbee Society, LLC
2711 Centerville Road, Suite 400,
Wilmington, DE 19808

Dated: 3/30/07

By: [Signature]
Name: Bryan Surpess
Title: Authorized Person

APPENDIX

Issued Patents

Patent Number	Title	Issue Date	Recordation Information Reel / Frame
6,750,865	Video Simulation	6/15/2004	Reel/Frame: 013037/0357 Reel/Frame: 017297/0822 Reel/Frame: 018787/0989

Pending Applications

Application Number	Title	Filing Date	Recordation Information Reel / Frame
11/454,182	Video Simulation	6/15/2004	Documentary Evidence

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Peter George Townsend of Rallidae House, The Close, Avon Castle, Hampshire BH24 2BJ, United Kingdom [Address of Seller], ("Assignor"), does hereby sell, assign, transfer and convey unto Wollenbee Society, LLC a Delaware limited liability company, having an office at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Assignee"), or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (the "Patent Rights"): (a) the provisional patent applications, patent applications and patents listed below, (b) all patents or patent applications to which any of the foregoing claim priority, and (c) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (d) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (e) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to the any of the foregoing categories (a), (b), (c) and (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (f) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to

- (i) damages,
- (ii) injunctive relief and
- (iii) other remedies of any kind

for past, current and future infringement; and

(g) all rights to collect royalties and other payments under or on account of any of the foregoing,

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
[Patent numbers]	[Country]	[Filing date(s)]	[Title of patent and name(s) of inventors]

Exhibit B

Patent or Application No.	Country	Filing Date	Title and Inventor(s)
6750865	US	13 Feb 2002	Video Simulation - Townsend
1232777	EP	11 Feb 2002	Video Simulation - Townsend
2002-35494	JP	13 Feb 2002	Video Simulation - Townsend
1230959	EP	13 Feb 2001	Video Simulation Method and Program - Townsend

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required, to enter into this Agreement, make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants that may be granted upon any of the Patents Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

Exhibit B

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Ringwood, Hampshire,
U.K. on 10th April 2006.

ASSIGNOR

By: *Peter George Townsend*

Name: Peter George TOWNSEND

(Signature *MUST* be notarized)

STATE OF England)
COUNTY OF Hampshire) ss.

On 10th April, before me, MICHAEL ANTHONY WINGATE-SAUL
Notary Public in and for said State, personally appeared PETER GEORGE TOWNSEND
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature *M. A. Wingate-Saul*

M. A. WINGATE-SAUL, NOTARY PUBLIC
24 MARKET PLACE, RINGWOOD BH24 1BS
HAMPSHIRE, ENGLAND

